

8968

3,000 ee

**OPERATING ENGINEERS
2004 - 2009**

AGREEMENT

negotiated by

**ASSOCIATED
GENERAL CONTRACTORS
OF ST. LOUIS**

and

LOCAL UNION No. 513

Affiliated with the

**International Union of
Operating Engineers A.F.L. - C.I.O.**

MAY 1, 2004 - MAY 1, 2009

57 pages

OPERATING ENGINEERS CONTRACT
2004-2009
INDEX

Subject	Page
Additional Employer Preferences	11
Annuity	40
Apprenticeship	13
Area Limits.....	5
Asphalt and Concrete Plants.....	32
Assembly, Disassembly or Modification	31
Benefit Fund Contributions.....	39
Compress Air Rates.....	49
Compressor, Pump, Welding Machine.....	23
Concrete Saw.....	17
Definitions of Work	14
Dewatering Systems.....	32
Dredge Work.....	32
Drinking Water.....	31
Elevators.....	34
Employer Responsibility	6
Employment From Other Sources	9
Exoneration	37
Fireman.....	17
Foreman.....	15
Fringe Benefit Remittance Procedures.....	43
Greaser	17
Grievance Procedure and Arbitration.....	35
Grievances (Manner of Employment).....	13
Guaranteed Workday - Building Construction.....	21
Heaters.....	24
Hiring Hall Procedures and Regulations	12
Holidays	28
Hours of Work.....	17
Inclement Weather	23
Insurance	31
Intent and Purpose.....	5
Job Classifications – General Work Duties – General Working Conditions	14
Job Classifications – Wage Rates.....	43
Journeyman and Apprenticeship Training Fund	41
Jurisdictional Questions	37
Layoff or Discharge	18
Liquidated Damage Provision	42

OPERATING ENGINEERS CONTRACT
2004-2009
INDEX

Subject	Page
Loading Equipment	29
Lunch Period	28
Machine Combinations.....	24
Management	39
Manner Of Employment.....	9
Manning Equipment.....	34
Marine Work	32
Mealtime.....	28
Mechanic and Mechanic Trainee.....	16
Miscellaneous Rates	49
Miscellaneous Saving Provisions	51
Miscellaneous Tools.....	34
Miscellaneous Working Conditions	27
Modification (Manner of Employment)	13
New Hired Employees.....	23
Non-Discriminatory Referral	12
Non-Liability of Employers	12
Non-Standard Work Day	20
Oiler.....	16
Operator Duties	14
Overtime.....	21
Payday	30
Pension	40
Physical Examination	33
Picket Lines	36
Pickups	32
Plan Bulldozer	20
PRIDE	42
Projects that Cannot Be Performed during the Regular Work Day.....	20
Protection	30
Recognition	5
Registration	9
Repairing Equipment.....	29
Representation in Home Office Yard or Permanent Shop and/or Yard	7
Residential Construction	6
Safety.....	30
Saint Louis Construction Training and Advancement Foundation	41
Seniority	26

OPERATING ENGINEERS CONTRACT
2004-2009
INDEX

Subject	Page
Shift Work	22
Shifting Employee.....	28
Show Up Time	17
Signature Sheet.....	54
Snow Removal	20
Special Wages and Wage Provisions	43
Standby Machines.	25
Steward.....	29
Strikes - Lockouts.....	36
Subcontracting.....	7
Subsistence	27
Substance Abuse	34
Suppertime	28
Supplemental Dues.....	51
Surety	31
Termination	52
Travel Expense and Transportation.....	35
Union Security.....	7
Vacation	40
Visiting Job	31
Voting Time for Employees	33
Wage Rates.....	43
Welfare	40

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into, effective the 1st day of May, 2004 by and between the ASSOCIATED GENERAL CONTRACTORS OF ST. LOUIS for and in behalf of their members who have designated the Association as their collective bargaining agent, hereinafter referred to as the Employer and LOCAL UNION NO. 513, affiliated with the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter referred to as the Union.

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

ARTICLE 1 INTENTS AND PURPOSE - AREA LIMITS RECOGNITION

Section 1.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 1.02 It is the intention of the parties that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates, pay, wages, hours, working conditions and adjustment of grievances.

Any reference in this Agreement to the male gender shall also be understood to mean the female gender.

Section 1.03 With respect to Employers who have designated the Association as their collective bargaining agent for an agreement applicable only to construction projects located in the City and County of St. Louis, this Agreement shall apply to all employment of employees covered hereunder on building, heavy and highway, site preparation, tank farms, mechanical and processing lines, treatment plants and elevated water towers, asphalt plants, dredging construction work, fiber optic projects, and hazardous waste removal in the City of St. Louis and St. Louis County, Missouri, and not elsewhere.

With respect to Employers who have also designated the Association as their collective bargaining agent in the five adjoining Missouri counties of Jefferson, Franklin, St. Charles, Lincoln, and Warren, this Agreement shall apply to employment of employees covered hereunder on all the above-described construction work in St. Louis City and County and, in addition, to such employment on building construction projects located in said five counties.

Section 1.04 On any commercial or industrial construction project covered by this Agreement, an Employer who is bound as a party hereto with respect to employment on such project may, at its option, perform site preparation or improvement work at such project either under the terms and conditions of this Agreement, or under the terms and conditions of any other collective bargaining agreement then in existence between the Union and any employer or employer group which is applicable by its terms to such work at such project. However, on any such project, the Employer shall perform building construction as defined below (*) under the terms and conditions of this Agreement.

*** FOR PURPOSES OF THIS SECTION, BUILDING CONSTRUCTION IS DEFINED TO INCLUDE BUILDING STRUCTURES, INCLUDING MODIFICATIONS THEREOF OR ADDITIONS OR REPAIRS THERETO, INTENDED FOR USE FOR SHELTER, PROTECTION, COMFORT OR CONVENIENCE. BUILDING CONSTRUCTION SHALL INCLUDE THE DEMOLITION OF, AND FOUNDATIONS FOR, BUILDING CONSTRUCTION. EXCAVATION FOR THE FOUNDATIONS AND THE BASEMENT PROPER SHALL BE CONSIDERED BUILDING CONSTRUCTION.**

When site work is performed under the terms and conditions of another agreement, as permitted in this section, the terms and conditions of this Agreement shall be applied to the construction of the building itself, beginning with the digging of the excavation, pile driving, drilling or dewatering pertaining to the start of the building.

Section 1.05 Residential Construction: Employers party hereto may, at their option, perform residential construction work on projects covered by this Agreement, including sewer work in subdivisions, under the terms and conditions of any other collective bargaining agreement then in existence between the Union and an employer or employer group which is applicable by its terms to such work at such project.

Section 1.06 The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of Operating Engineer Equipment Operators, Operating Engineer Apprentices, Operating Engineer Foremen, Operating Engineer Firemen, Operating Engineer Mechanics, Operating Engineer Mechanic Trainees, Operating Engineer Greasers, and Operating Engineer Oilers who are employed in the city and county of St. Louis, Missouri, and on work as specified in counties as provided in this article.

Section 1.07 Representation in Home Office Yard or Permanent Shop and/or Yard: With regard to representation of employees of the job site unit when working in the Employer's home office yard or permanent shop and/or yard, and permanent employees working in the Employer's home office yard or permanent shop and/or yard who historically and traditionally have been members of the operating engineer craft, it is understood that the Employer will abide by this Agreement with regard to wages, fringes and other contract benefits. This clause will not change any existing historical and traditional work patterns of Local 513 in the Employer's home office yard or permanent shop and/or yard, and allows the Union the right to represent such employees when working in the Employer's home office yard or permanent shop and/or yard.

Section 1.08 The Employer agrees that it is in the best interest of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portions of the work, if any, the Employer may perform with the Employer's own employees or may subcontract to others.

The Employer shall not undermine the wage and fringe benefit standards established by this agreement by subcontracting work that would be otherwise done at bargaining unit employees at a construction job site for performance except by subcontractors who agree in writing to pay wages and fringe benefits of monetary value in the aggregate equal to or greater than those provided in this agreement.

In the event the subcontractor does not pay wages and fringe benefits in the aggregate as provided in this Agreement, the Employer shall terminate the subcontract and remove the subcontractor from the job site.

It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this collective bargaining agreement only for the period and on the project where the subcontractor relationship exists.

It is not the intent of this clause to interfere with the normal, traditional and customary work of the subcontractors on the job who employ other trades. Work historically, normally and traditionally done by the other crafts will continue as usual. Conflicts over usage of any pieces of equipment not covered by this clause will be submitted to a special Labor-Management Committee to consist of the Director of Labor Relations of the AGC of St. Louis and two representatives each from management and labor.

ARTICLE 2

UNION SECURITY

Section 2.01 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement.

Section 2.02 The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union Membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 2.03 The acquisition of Union membership required herein shall obligate employees to do no more than pay an initiation fee and dues for the first month. The obligation to maintain Union Membership shall be limited to payment of the periodic dues of the Union.

Section 2.04 The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests the discharge of any employee for non-compliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

Section 2.05 Should the National Labor Relations Act be amended at any time during the term of this Agreement in such manner that the Union or the Employer would be privileged to seek different provisions relating to Union Security, then, in such event, this Agreement may be reopened at the option of the

Union or the Employer for renegotiation of the question of Union Security, but shall not be reopened on any other question, except as may be hereinafter provided. If the Union or the Employer desires to exercise such option under such circumstances, it shall give a sixty (60) day prior notice of its intention to do so, and should the Union exercise said option, it shall be free to strike in support of same, anything to the contrary in this Agreement notwithstanding.

ARTICLE 3 MANNER OF EMPLOYMENT

Section 3.01 It is understood and agreed that no employees falling within the classes of persons covered by this collective bargaining agreement shall be hired except in accordance with the terms of this article. Whenever an Employer desires new or additional help the Employer shall notify the referral office of the Union, either in writing, in person, or by telephone, stating the job location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen desired. Subject to the procedures outlined in this article, the Union referral office shall refer qualified job applicants to meet the needs of the Employer. Also, there shall be a pre-job conference whenever a Foreman is to be required when requested by either the Union or Employer.

Section 3.02 Registration: It shall be the sole responsibility of the Union, not the responsibility of any Employer, to establish and maintain an appropriate registration facility for qualified applicants for employment in job classifications covered by this collective bargaining agreement. Registration shall be on a monthly basis and shall be without discrimination in any manner. The following registration list shall be maintained as follows:

All applicants shall be registered on the respective appropriate list, which shall show the date of their registration.

Each applicant for employment shall be expected and required to furnish such data, records, names of Employers, dates and length of employment, evidence of requisite qualifications, and other related information as may be determined necessary by the Union's registration facility to enable proper referral hereunder, and each applicant shall complete such forms relating to registration as shall be submitted to him.

Section 3.03 In the interest of maintaining an efficient system in the industry providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area, and of eliminating discrimination in employment because of membership, or nonmembership in the Union, the parties agree to the following system of

referral of applicants for employment:

- (a) No employee or applicant for employment shall be required by the employer to complete any application for employment except required payroll and emergency information.
- (b) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- (c) If, within twenty-four (24) hours following the request of an Employer for the referral of job applicants, the Union is unable to refer needed help, then, in that event, the Employer may hire from any source; provided that if no registrant is available at the time the request for referral is made by an Employer, the Union list administrator shall so state and the Employer may hire forthwith. In this event, however, the Employer shall promptly notify the Union of persons so employed, giving their names, job classifications, and probable length of employment.
- (d) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, or by race, color, creed, age, or sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities. All such selections and referrals shall be in accordance with the following procedures.
- (e) In the event the Employer violates any provision of this Article and the Employer is notified in writing by the Union's Business Manager and fails to correct said violation, or violations, within twenty-four (24) hours after receipt of notice from the Union, a copy to be sent to the Manager of the Association, the Union shall have the right to immediately subject said Employer to all legal or economic recourse, notwithstanding any provision in this Contract to the contrary. The Union assumes full responsibility to each applicant for employment for any loss or damage resulting from referral discrimination or other violation of law by the Union, its representatives, agents or employees operating a referral office in which it is established such violation occurred.
- (f) The Employer will, when requesting referrals from the Local Union (1) specify the number of employees required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

REFERRAL OF MEN: Upon the request of an Employer for the referral of applicants for work, the Union shall refer qualified registrants in sufficient number to meet the needs of the Employer as requested. The following order of referral shall prevail, except as modified below and subject also to the Employer additional preferences hereinafter provided under Section 3.04.

FIRST: Registrants requested by the Employer by name who have worked for that Employer within a period of twelve (12) months preceding the date of request for a total of at least thirty (30) days during that period, irrespective of such registrants position on the registration list, but, if the number of registrants so requested be insufficient to fill the Employer's needs, then

SECOND: Registrants who have worked for any Employer signatory to this Agreement within a period of two (2) years preceding the date of their registration, then

THIRD: All other registrants.

The order of referral shall be from the current monthly appropriate registration list on a first in, first out basis, except as to registrants requested by name.

FOURTH: Nothing herein contained shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications, skill, or the Employer's preference regardless of the employee's place on the out-of-work list. The referral office shall require all applicants who have not previously registered, to submit a resume of experience and qualifications.

Section 3.04 Additional Employer Preferences: Employers may request also the referral of specific individuals by name desired by them as employees, irrespective of their position on the registration list, and these persons shall be referred to such Employer, regardless of the fact that other job applicants would otherwise be entitled to prior referral; provided, however, that requests for the referral of specific individuals falling into categories Second through Fourth of Section 3.03, above, shall not exceed fifty percent (50%) of the employees within the bargaining unit who will be required on a job basis, it being expressly understood that this fifty percent (50%) limitation does not apply to men employed under Section 3.03 "FIRST" hereof. Fifty percent (50%) will be on a one to one basis for employees of the bargaining unit.

Each Employer shall be privileged to hire or refuse to hire, at their option, any job applicant referred from the Union referral office. Provided, however, no Employer shall refuse to hire an applicant referred for the purpose of circumventing the order of referral of registrants as herein provided for.

Section 3.05 Non-Discriminatory Referral: Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

The union shall post at the referral office and the Employer at the job site the provisions hereof relating to the function of the hiring procedures as specified herein. Registration list shall be made available to Employers when requested.

Section 3.06 Non-Liability of Employers: It is understood and agreed that it shall be the sole duty and responsibility of the Union to establish and maintain an appropriate and legal manner hiring hall facilities; and no Employer shall have any duty or obligation to participate therein or to police or investigate the operation thereof; and that the Union shall hold the Employer harmless from any financial responsibility, liability and loss resulting from the failure of the Union, if any, to establish, maintain and administer the referral facility in a proper and legal manner. Should the Union fail to fulfill this obligation to indemnify and hold an Employer harmless, as above provided, this entire article providing for manner of employment shall henceforth become null and void.

Section 3.07 Hiring Hall Procedures and Regulations: These hiring hall procedures and regulations represent basic guidelines for registration for and referral to available work under the Labor Contracts of Local Union No. 513 of the International Union of Operating Engineers. Our right to register and refer men for available work is provided for in our Labor Contracts.

1. Registration for employment in the various groups mentioned in the contract will be open to all persons one day each month, the day being the first Monday of the month. All persons may register on that day between the hours of 7:00 a.m. and 3:00 p.m.
2. Registration shall be on a monthly basis and will not be carried forward from month to month. Provided, however, that persons who have registered but were not referred to work may request, either orally or in writing, that their previous registration be renewed for another month.
3. You must be available for contact by telephone and if you cannot be reached after a telephone call is made to the number you leave with us,

- you will lose your right to be referred to the work then available.
4. Persons need not be members of Local 513 in order to register and be referred out to work. But, take notice that the Labor Contracts of Local 513 require workers to become members of the Union to the extent of payment of the Union's initiation fee and dues no later than the 8th day after going to work.
 5. If a person is referred to work and then quits his job without first notifying the hiring hall, he will not be entitled to register or be referred until the next monthly registration period.
 6. Any person referred to work and goes to work, but works less than five (5) working days will be entitled to be put back in his original place on the hiring list.

Section 3.08 Grievances: All disputes, differences and disagreements which may hereafter arise between the parties with respect to this article, or between the parties and any person seeking registration and referral, shall be determined, resolved and finally disposed of under the grievance and arbitration provisions of this contract. No person shall be denied access to said procedures because of membership or non-membership in this or any other Union or because he is not employed by an Employer obligated thereto.

Section 3.09 Modification: This entire article may be modified or rescinded by the mutual consent of the Association and the Union at any time during the term of this Agreement of which it is a part.

The Employer shall have the right to accept or reject for good cause, to employ or not to employ for good cause, any man furnished by the Union, or to discharge for good cause any man once accepted who afterwards proves unsatisfactory to the Employer. The Union shall have the right in all instances to question whether or not the actions of the Employer were for good cause. An unqualified employee may be discharged on the day hired, with pay only for actual hours worked. It is understood however, that the Union shall not be the sole judge of what is or what is not good cause.

If employee does not agree that he was discharged for good cause, he has the right either directly or through the Union to submit the question to arbitration.

The Employer shall be the sole judge of and have the right to determine the number of employees required on the job or any certain portion of the work being done by the Employer. There shall be no restrictions of the use of machinery, tools or appliances.

Section 3.10 Apprenticeship: The parties agree that it is in their mutual interest and in the interest of the entire construction industry that new employees be adequately trained in the operation of the equipment covered by this agreement.

Therefore, Article 3, Manner of Employment and Article 7 are modified by

this Article as they apply to apprenticeship.

The apprenticeship coordinator shall request apprentices by name from the Union referral office to fill requests to him from Employers for apprentices to fill specified jobs. The apprentice may be moved from job to job by the coordinator to provide the needed training for his apprenticeship. The apprentice coordinator will notify the Union and the Employer before he moves an apprentice from one job to another. Seniority will not apply to the apprentice during his apprenticeship. Apprentices may not be bumped by a member of the bargaining unit.

Operating engineer apprentices may be assigned to any equipment in the bargaining agreement, according to the ability of the apprentice with the following exceptions. Under no circumstances will an apprentice be allowed to operate the following equipment: pumps, compressors, welders, generators, elevators, or any other standby equipment, on workday when an apprentice has to finish out the day, he can be put on one of the machines listed in this paragraph, not to exceed the last two hours in the day.

When an apprentice is employed as an oiler on a job and when time permits after he has performed his duties as an oiler, he shall be permitted to run other machines on the job under the supervision of the operator assigned to the machines. The apprentice will perform these training duties with the specific permission of the operator he is oiling for and the job supervisor.

Other oilers or operators of standby equipment will be allowed to cover for the apprentice when he is training on another machine on the job site. The foregoing does not mean that the apprentice will not perform his regular job. If his oiler duties are keeping him busy he will forego training on other machines.

When a registered apprentice is performing operator duties, there shall not be more than one apprentice per six journeymen per job without the consent of the business agent in that area. Any Employer may employ an apprentice, however, under no circumstances shall an apprentice perform journeyman work on any project where no other journeyman in the employ of the said contractor is employed, except on jobs where governmental authority has specific requirements for apprentices, trainees, or minorities or women.

Apprentices shall receive the following applicable percentage of the journeyman rate in Group II per hour plus payments into Welfare, Pension, Apprenticeship and Vacation Funds as provided in this Agreement:

1 st	term....55%
2 nd	term....65%
3 rd	term....80%

ARTICLE 4
JOB CLARIFICATIONS
GENERAL WORK DUTIES
GENERAL WORKING CONDITIONS

Section 4.01 Operator Duties: The duties of the Operator will be those incident to the operation of the equipment to which he is assigned.

He shall grease the equipment he operates when an oiler, greaser or mechanic is not employed. He shall not be assigned to work as an oiler or apprentice.

Should he be required by his Employer to grease, maintain, repair or operate his machine before starting time, he shall be paid minimum of one half (1/2) hour of contractual overtime for such work.

He may be permitted to take this machine out of production at the employer's discretion at a given time during the afternoon to again grease for the afternoon work. Should such greasing or repairs involve overtime, he shall be paid therefor.

Section 4.02 Foreman: An operating (working) or non-operating (non-working) foreman will be selected at the pre-job conference to be working or non-working foreman for any one Employer for each shift on any one project of an Employer as follows:

<u>Number of Members of the bargaining unit</u>	<u>Number of working foremen required</u>	<u>Number of non-working foremen required</u>
0-5	0	0
6-14	1	0
15-29	1	1
30-49	1	2
50-69	1	3
70-99	1	4

Foreman shall have only such authority as assigned by the employer.

Foreman shall receive not less than 50 cents (50) per hour over and above the rates of crane operators or other operators employed on each project including premiums, during his employment as foreman. When two (2) or more foremen are on any project, one shall be a General Foreman and receive 75 cents (\$.75) per hour over and above the rates of pay for crane operators or other operators employed on each project including premiums, during his employment as foreman. In the event of overtime, the foreman shall remain on the job when more than three (3) employees are working. Any pickups or necessary transportation for the foreman shall be provided by the Employer.

The overtime rate for Foreman and General Foreman shall be the rate as outlined in Section 5.07.

Duties of the foreman shall be: (1) To direct employees in the performance of the work. (2) To replace any absenteeism. (3) To replace any operating engineer who has started to work, and may have to leave through no fault of the Employer. (4) To assist any operating engineer who may need help or advice. (5) To secure help as needed on the job when directed to do so by the Employer. (6) To assign operating engineers to the equipment if the Employer so desires. (7) To operate any equipment on the job provided the Employer has made an effort to hire an operator.

No non-operating foreman shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an employee covered by this Agreement except as provided in this Article under the "Duties of Foreman".

There shall be a pre-job conference on any project requiring a foreman or foremen when requested by either the Union or the Employer. The Employer shall notify the Union who will be selected for this position before appointment is made and said appointee shall be a member of the local bargaining unit.

When the number of employees temporarily reaches the number requiring a foreman, the following shall apply:

- (a) If for less than one (1) day - no foreman required
- (b) If for one (1) day or two (2) days - foreman rate shall be paid for each day
- (c) Three (3), four (4), or five (5) consecutive days - foreman rate shall be paid for one (1) week
- (d) Over five (5) consecutive days - foreman rate shall be paid for each week involved.

Section 4.03 Oiler: The Oiler shall perform work incident to the operation of the piece of equipment to which he is assigned by the Employer, assist the Operator thereof generally in the performance of the latter's duties, such as greasing, oiling, cleaning, fueling of the machine, and make himself generally useful toward the progress of the job. At the Employer's option, the Oiler shall take his lunch period before or after the engineer's lunch period. The Oiler shall not be assigned work which is normally performed by other employees in the bargaining unit here involved.

The Oiler, when employed shall be under the direction of the equipment operator and Foreman.

Should he be required to grease and prepare the equipment for the operator before the regular starting time, he shall receive a minimum of one-half (½) hour at contractual overtime for such work.

He shall, with the Employer's permission, be given every opportunity to learn to operate the equipment to which he is assigned.

Section 4.04 Mechanic and Mechanic Trainee: The Mechanic or Trainee shall do repair work of any and all kinds upon equipment including the repairing, maintenance, welding, oiling, fueling, and greasing, loading and unloading of equipment. The Employer has the right and shall have the option to send repair work to any shop, and shall not be required to perform any or all repair work with his own employees. The Mechanic or Trainee shall not be assigned to work which is normally performed by other employees in the bargaining unit.

The regular starting time for field mechanics can begin any time between 7:00 a.m. and 8:00 a.m. with all work in excess of eight (8) hours on any regular workday at the overtime rate.

Section 4.05 Fireman: The Fireman shall raise steam and assist the Engineer. Should he be required to raise steam before regular starting time, he shall receive overtime for actual time worked before starting time. If he reports for work and raises steam, and there is no work at regular starting time, he shall receive pay for not less than two (2) straight time hours plus one (1) hour minimum overtime for actual time worked before regular starting time.

Section 4.06 Greaser: The Greaser shall check and properly lubricate all equipment assigned to him.

He shall report to the Foreman or Employer such equipment which, in his judgement, may not be in proper working condition.

The Greaser shall not be assigned to any work which is assigned to other employees in the unit in accordance with the terms of this Agreement.

Greaser may be employed at the straight time wage rate for duties which require hours different from those of other operations. He shall be compensated for show up and work time as per Section 5.02 and overtime as per Section 5.07.

It is agreed that a greaser should not work alone where there is danger due to the neighborhood where project is located.

Section 4.07 Concrete Saw: Self-propelled concrete saw operator on paving work shall work under the same conditions as set out in Section 4.06. This does not apply to concrete slabs in building construction.

ARTICLE 5 HOURS OF WORK OVERTIME COMPENSATION - SHIFT WORK SHOW UP TIME

Section 5.01 Hours of Work: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be

determined by the Employer. All employees shall have the same starting time. The employer shall notify the employees of any job site starting time changes by Friday of the week before. This starting time can be adjusted on a daily basis to comply with special hauling requirements between the hours of 6:00 a.m. and 9:00 a.m. (permit loads only).

Employees shall be at their work station at the designated starting time and shall remain at their place during working hours until the designated quitting time except for tower crane operators, pedestal crane operators, etcetera whose "climbing time" will be on Employer's time. Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.

All men are expected to report for work each morning and each afternoon following their lunch period unless notified before quitting time not to do so. Provided, however, if inclement weather or changed job conditions should occur during the lunch period and if employees are notified there is no work before the lunch period is over, their pay will stop for that day at the beginning of the lunch period. (See Section 5.07 for building construction). Further, if inclement weather or changed job conditions should occur during the interim between each day's work, then the Employer or a representative designated by him shall have the privilege, up to one (1) hour before official job starting time, of notifying the men by telephone not to report for work and if such notification is given, the Employer shall not be obligated to pay a man for reporting for work the "show up" time hereinafter provided for.

Section 5.02 Except for the provisions of Section 5.03 below, employees reporting for work and finding no work available in their particular classification shall be paid for two (2) hours show up time at the straight time rate applicable to their classification. However, to receive show up pay, employee must remain on the job one (1) hour unless permitted to leave by Employer. Except on building construction as provided in Section 5.07, if employees begin working in the morning and work for less than four (4) hours, they shall be paid for four (4) hours work. If they begin work in the afternoon and work for less than four (4) hours, they shall also be paid for four (4) hours work. These provisions for four (4) hour guarantees shall likewise apply to Saturdays, Sundays and Holidays, but on these days the compensation shall be at the applicable overtime rate.

In case of layoff or discharge of an employee at noon or afternoon, employee will be notified by 11:30 a.m. or one-half (½) hour before quitting time in afternoon; if not notified as set out above he shall receive in addition to the time

earned, two (2) hours pay at the straight time rate.

When an employee is discharged for other than lack of work, he shall be paid in full at time of layoff. When an employee quits, he shall wait until the next regular pay period for his check. When an employee is laid off because of lack of work, the Employer may mail the employee's check without penalty, provided it is postmarked no later than the next regular work day following the layoff, the Employer shall pay the employee two (2) hours time at the straight time rate per day of delay. Employee must notify the Union and the Employer within five (5) days after his layoff that he has not been paid or the penalty for late payment will stop.

When employee works before the regular starting time on an overtime basis and is stopped by inclement weather before the regular starting time, employee shall be paid from the time he begins work until the regular starting time at the overtime rate plus one (1) hours show up pay at the straight time rate.

Section 5.03 The terms and provisions of Sections 5.01 and 5.02 are intended, in part, to give employees compensation for "show up" time whenever their Employer fails to give them reasonable advance notice of the fact that work is not available. But said terms and provisions are not intended to impose unreasonable burdens or expenses on any Employer. Therefore, the "show up" time shall not be due and payable to any employee if the employee does not have a telephone and fails to notify his Employer of a telephone number to be used for notification purposes. Furthermore, if the Employer arranges for telephone notification by Western Union and a telephone call is made by Western Union at least one (1) hour prior to official starting time, "show up" time shall not be due and payable, even though an employee is not actually reached either because he is not at home or because no one answers the telephone. Provided, however, a notification of more than one (1) hour shall be required whenever it would require an employee more than one (1) hour to travel from his home to the job site.

Section 5.04 The regular workweek shall consist of five (5) days, Monday through Friday.

Section 5.05 The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one-day to be at the applicable overtime rate.

If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete his/her forty (40) hours. However, it shall be understood that the phrase "conditions beyond the control of Employer" shall be with Union concurrence. If a

holiday occurs during the four (4) – ten (10's) work week, and if Friday is being worked because of the holiday, working on Friday shall be voluntary on the part of the employee. Employees that choose to not work may be temporarily replaced for that day only.

However, if Friday or any portion of the day is used to complete the work week, each employee will be guaranteed at least eight (8) hours work and not over ten (10) hours at the straight time rate of pay, unless work is halted due to inclement weather, or other conditions beyond the control of the Employer.

When an employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth work day on the project while not calling in the normal crew that had been scheduled for that project.

If the employer has opted to work the ten (10) hour day the following provision shall apply: If employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours work. If they begin work in the afternoon and work for less than five (5) hours, they shall also be paid for five (5) hours work.

If operator is servicing another craft who is not working the 4-10's they shall be paid overtime for all over eight (8) hours.

If employee is moved to a job that is working eight (8) hour days, the employee shall be paid overtime for all hours worked over eight (8) each day in that pay week.

Before starting a 4-10's work week, the Employer will notify the Union Hall.

Section 5.06 Non-Standard Work Day: The following three subsections apply to work that cannot be performed during a standard workday. Unless modified below, all work rules and other provisions of this collective bargaining agreement shall apply when such work is being performed.

Section 5.06 (a) Where in any locality existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting may with the mutual consent of the individual Employer and the Union be earlier or later without requiring payment of overtime rates by reason of the changed starting time. In that event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent.

Section 5.06 (b) For emergency work in the public interest, i.e., snow removal, natural disaster, etc.; starting time will begin when employee starts to work with all work over eight (8) hours to be at the overtime rate. The overtime rate shall be paid for all hours worked between midnight Friday and midnight Sunday or from midnight to midnight on Holidays with a guarantee of two (2) hours show up, four (4) hours

if employee begins work, and eight (8) hours if employee works more than four (4) hours.

Section 5.06 (c) On projects that cannot be performed during the regular workday, such as plant maintenance and modifications of operating plants or when specifications issued by governmental agencies require street, road, bridge or aircraft operating area work to be performed outside the regular workday, in such cases starting time will begin when employee starts work and all work over eight (8) hours to be paid at the overtime rate. Employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour worked. If another craft employed on the same job by the Employer is receiving a higher premium then the Operating Engineer will receive such premium.

For the purpose of Section 5.06 (c) only, if the employee starts work on a week day (i.e., Monday - Friday), the first eight (8) hours of work will be paid at the straight time rate regardless of when the shift ends (all work over eight (8) hours is overtime); if the employee starts work on Saturday, work on that shift will be paid at time and one half regardless of when the shift ends; and if the employee starts work on a Sunday or a Holiday, work on that entire shift will be paid at the double time rate regardless of when the shift ends.

A copy of the project specification, which mandates non-standard work hours, will be provided to the Union.

Section 5.07 Guaranteed Workday - Building Construction: Except as otherwise provided in this Agreement, employees reporting to work and finding no work available in their particular classification shall be paid for two (2) hours show up time at the straight time rate applicable to their classification. However, to receive show up pay, employee must remain on the job one (1) hour unless permitted to leave by Employer. If employees begin working in the morning and work for less than four (4) hours, they shall be paid for four (4) hours work. If they begin work in the afternoon and work for less than four (4) hours, they shall be paid for four (4) hours work.

The provisions of this Section apply only to the building proper beginning with excavation for the foundations or basement, pile driving, drilling, dewatering of building excavation, and the handling of component parts of the building.

Grading, paving, sewer, and other site improvement work on building site shall be worked under Section 5.02.

If an employee starts to work at the regular starting time on Saturdays,

Sundays, and Holidays, he shall be paid for four (4) hours work. If he begins work in the afternoon and works for less than four (4) hours, he shall also be paid for four (4) hours work. On these days the compensation shall be at the overtime rate.

Section 5.08 Overtime: In this contract all overtime work performed on Monday through Saturday shall be paid at time and one-half the hourly rate plus an amount equal to one-half of the hourly Pension, Welfare, Annuity, and JATF contributions.

All work performed on Sundays and Holidays shall be paid at double the hourly rate plus an amount equal to the Pension, Welfare, Annuity, and JATF contributions.

For overtime work on building work on Monday through Saturday where the employee is serving another craft, employee shall be paid at the same overtime rate (time and one-half or double time) as the craft being served. When an employee services multi-crafts on overtime and one of the crafts being serviced receives double time, employee shall be paid at the double time rate.

Overtime rates shall be rounded off with one-half cent ($\frac{1}{2}\text{¢}$) or less being dropped and over one-half cent ($\frac{1}{2}\text{¢}$) paid as one cent (1¢).

All overtime shall be computed in one-half ($\frac{1}{2}$) hour increments. It is understood that overtime rates apply from 8:00 a.m. Saturday to 8:00 a.m. Monday, and similarly on Holidays, except as modified in Section 5.05 of this Agreement.

In the event an employee has completed his regular shift and left the site of the work and is called back to perform work, such employee shall be paid a minimum of two (2) hours at the overtime rate.

Where it becomes necessary to work at night, in department stores, commercial and rental buildings, and the equipment is used in remodeling or repairing same, employees shall receive no less than four (4) hours pay at the overtime rate. Beyond the four (4) hours above stated, the employee shall be paid for the actual hours worked at the overtime rate.

Applicable premiums shall be included in the wage rate when calculating overtime rates.

Section 5.09 Shift Work: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

If three shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of

the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts that end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts that end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

Shifts shall be established for a minimum of three (3) consecutive workdays.

If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) -shift operations to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift. Workers on the second shift shall be paid the straight time rate plus \$2.50 per hour.

Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate. When working two (2) shifts, both shifts shall be scheduled for the same number of hours.

On grading and paving work, in the event of inclement weather the consecutive day rule shall not apply.

Section 5.10 New Hired Employees: On the first day, notwithstanding any provision in the contract to the contrary except Section 5.09, when and if hired an engineer, oiler or apprentice shall be paid from the time they report on the job for the actual hours worked with no less than four (4) hours pay for the day.

Section 5.11 Inclement Weather: Notwithstanding anything to the contrary in Sections 5.01 through 5.08, the following shall apply:

If, at the designated starting time, the Employer elects not to proceed with work due to job conditions caused by rain, snow or sleet, the employee shall be paid one (1) hour show up at the applicable rate.

If, after starting work, the Employer elects not to continue due to job conditions caused by rain, snow or sleet, employees covered hereunder shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer, and such waiting time shall be counted as hours worked and paid as such.

ARTICLE 6
COMPRESSOR, PUMP, WELDING MACHINE,
HEATER, PLANT AIR OR PLANT STEAM

Section 6.01 When being operated by the Employer on any job, no operator is required unless said Employer has a member of the bargaining unit here involved on his payroll on said job in which event one (1) of the said operators shall be paid a fifty cents (50¢) per unit per hour premium during normal workday period to cover each of the following units or any combination of them:

- Pumps, self-powered 2" and under
- Plant air
- Plant steam
- Grout pump
- Welding machine
- Heater
- Electric submersible pump 4" and under
- Air compressor, 185 cfm and under

There shall be a member of the bargaining unit employed to cover from four (4) through six (6) such units at two-drum hoist rate.

Section 6.02 Machine Combinations: One (1) operator shall cover four (4) through six (6) pieces of the following standby equipment except compressors as modified below, regardless of size unless so specified, in any combination, for an Employer on a project:

- Pumps, self-powered over 2"
- Welding machines (gasoline or diesel)
- Electric submersible pumps, over 4"
- Generators, 30 KW or over
- Compressors, 1 through 4, over 185 cfm
- Heaters, fuel fired with forced air

No operator is required for one (1) of the above mentioned units except compressors unless the Employer has a member of the bargaining unit on his payroll on the job in which event one (1) of the operators shall be paid fifty cents (50¢) per hour per unit premium during normal workday period to cover each unit. Premium shall be paid for each hour worked for the day.

Section 6.03 Heaters: Temporary heaters such as Herman Nelson, Dravo, Warner, Silent-Glo and similar types will be covered for temporary heating on a shift basis except that one (1) day of sixteen (16) or twenty-four (24) hours constitutes a shift.

When heaters listed in Sections 6.02 and 6.03 are equipped with thermostats and fuel is piped to the heaters, if anyone is required to operate or maintain, it will be a member of the bargaining unit.

Section 6.04 Standby Machines: Provisions of this section apply to the operation and maintenance of standby equipment listed in Sections 6.01 and 6.02 which is not required by those sections to be manned by a member of the bargaining unit.

When an employer employs a member of this bargaining unit at a job site to operate only production equipment, then the employer shall not be required to utilize a member to operate and maintain standby equipment but the premium specified in Sections 6.01 and 6.02 shall be paid to a member of the bargaining unit for the regular workday.

When the Employer employs an oiler, or an operator who operates and maintains standby equipment required to be manned, one such employee will, as additional duties at the same job site during the regular workday, operate and maintain any such standby equipment for which manning is not required.

When any standby equipment listed in Sections 6.01 or 6.02 is utilized for any period of use before starting time or after quitting time on a project and a member of the bargaining unit is utilized on that job site during the regular workday, then if the Employer chooses to have any employee present to operate and maintain the equipment during such periods, the Employer shall utilize the member of the bargaining unit as such employee.

If equipment listed in sections 6.01 and 6.02 is manned it shall be manned by a member of this bargaining unit. None of the relief given by the operating engineers to Sections 6.01 and 6.02 is meant to change the jurisdiction of the operating engineer.

Except as provided herein above, the employer shall not be required to utilize members of the bargaining unit to operate and maintain standby equipment for which manning is not required under Sections 6.01 and 6.02, regardless whether there are such members of the bargaining unit otherwise employed at the job site.

Any member of the bargaining unit employed to operate and maintain standby equipment outside the regular workday will receive a minimum of two (2) hours of pay at the low oiler overtime rate. Any hours beyond the minimum shall be paid for the actual time worked at the low oiler overtime rate. The low oiler rate, without premium, shall apply while operating or maintaining the standby equipment outside the regular workday, whether or not the person is employed at a different

rate for any other time employed during the workday.

When, under the provisions of this Section, a member of the bargaining unit is to be utilized to operate and maintain standby equipment outside the regular workday, the Employer may also utilize such member to perform any other work associated with the operation and maintenance of the equipment. If the member of the bargaining unit declines to perform all or any part of such work, then the Employer may utilize any craft both to operate and maintain the standby equipment and to perform the associated work.

ARTICLE 7 SENIORITY

Section 7.01 Seniority shall be construed to mean the assignment of an employee to the operation of a given piece of equipment to a given employee on a particular job, subject to the clarifications set forth below.

Section 7.02 The Employer shall have a minimum of three (3) full working days, including the day on which the employee started work on a particular piece of equipment, to determine, in his sole judgment, whether or not he considers the employee qualified to satisfactorily perform the work to which he was assigned and to replace such employee as the Employer determines. If employee is not notified by the end of the third day, he shall have established seniority.

Should the Employer feel the employee is not qualified after the aforesaid first three (3) days, he shall discuss such qualification with the Union representative and such employee shall not be considered disqualified until agreement is reached between the Employer and the Union and failing that, the Union and the Association.

Section 7.03 Seniority on a given machine shall terminate when the machine is moved off the job. Seniority on a given machine shall also terminate when the attachments to that machine are changed, for example - but not limited to - crane from hook to bucket to clamshell to dragline to backhoe to shovel etc., and bulldozer from tractor to blade to scoop, etc. When attachment is changed, the original employee on the machine shall be given an opportunity to prove his qualification with the new attachment in accordance with qualification Section 7.02. The above reference to termination of seniority when machine is moved off the job shall not apply in event of breakdown.

Section 7.04 When a machine is shut down for a period of one (1) week or more on any one (1) job site, there shall be no carry over of seniority on machine when it is again put in production.

Section 7.05 When a machine is moved to a new job site, the operator moving such machine to new job site cannot claim seniority on new job site unless he is ordered by Employer to work on site.

Section 7.06 When employee is alternately running two or more machines on the same job and an additional employee is put on the job, the Employer shall determine on which piece of equipment the first employee shall have seniority.

Section 7.07 By agreement with representatives of the Union on a particular job, seniority does not apply to short duration jobs or jobs not running steadily.

Section 7.08 When work is operated on a shift basis, the Employer shall determine which employees work on which shift on which equipment.

Section 7.09 If an operator used on rough grading on a job does not prove capable to do final dressup work, he may be replaced by a qualified operator.

Section 7.10 On any day when equipment on a job is idle, such as during inclement weather, and one (1) man is employed that day he may run other employee's equipment to finish out the day.

Section 7.11 Except as provided below, seniority shall not apply to the following equipment: welding machines, pumps, elevators, small hoists, conveyers (as ladavators), heaters, compressors and other such small equipment. The Employer shall have the right to assign such work to any employee he desires in accordance with terms of this Agreement. Providing however that the assignment made to an employee under the age of fifty-five (55) shall not exceed two (2) consecutive days in duration.

For employees of the bargaining unit, fifty-five (55) of age and older, seniority on the above equipment shall prevail after five (5) working days.

Section 7.12 When an employee refuses to return to work, he shall immediately lose his seniority.

ARTICLE 8 MISCELLANEOUS WORKING CONDITIONS

Section 8.01 Subsistence: When an employee is required to temporarily transfer to building work of the Employer (as covered by this Agreement) which is located in the territorial jurisdiction of the Union but outside of St. Louis and St. Louis County, Missouri, and during the progress of such job, said employee is required by the Employer to live in the locality of the job at other than his usual, normal and ordinary residence, the Employer shall reimburse said employee for

living expenses incurred by reason of maintaining such additional required residence at a rate consistent with reasonable transient living expenses in that locality with amount of said living expenses to be mutually agreed upon between Employer and employee.

In no event shall the subsistence provided for in this section be less than that given by the Employer to employees of other crafts which, like this Union, have a collective bargaining agreement with the Association.

Section 8.02 Mealtime: If an employee starts to work before 6:00 a.m. there shall be a one-half ($\frac{1}{2}$) hour mealtime allowed during the first five (5) hours.

Section 8.03 Lunch Period: The thirty (30) minutes lunch period shall start between 12:00 noon and 12:30 p.m. Employees whose lunch period starts before or after the above designated hours shall be paid one-half ($\frac{1}{2}$) hour at the applicable overtime rate for such lunch period. If employees are not afforded a 30 minute lunch period, they will be paid an additional one half ($\frac{1}{2}$) hour at the applicable overtime rate (i.e. $\frac{1}{2}$ hour work through lunch plus $\frac{1}{2}$ hours missed lunch penalty equals one hour overtime pay).

Section 8.04 Suppertime: When working a 5-8's schedule, employees are to be allowed one-half ($\frac{1}{2}$) hour for supper with pay at contractual overtime rate if they work two hours (2) overtime after the end of their regular workday and if they are to continue to work after ten (10) hours. When working 4-10's, employees are to be allowed one-half ($\frac{1}{2}$) hour supper with pay if they are to continue to work past (10) ten hours. In the event of additional overtime, employees will be allowed one-half ($\frac{1}{2}$) hour mealtime with pay as provided above after each additional four (4) hours of overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

Where possible, employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 8.05 Holidays: The following days, or days observed as such, shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. No work shall be done on these days except in emergency to protect life or property.

When any of the above holidays fall on Sunday the Monday following shall be observed as such holiday.

Section 8.06 Shifting Employee: Any employee may be shifted by the Employer from one piece of equipment to another piece of equipment not to exceed three (3) machines in any single day and shall not make more than four (4) changes in any one shift.

When an employee is used to load and unload a machine, or to move a machine, it will not constitute a change as outlined above.

On paving and small flatwork projects, use of rollers, skid steer loaders and mini-excavators will not count toward an employee's allowable machine changes.

Two or more operators are not to be used to keep an unmanned machine running most of the time. If an unmanned machine needs to be operated off and on during most of the day an operator needs to be hired to run it.

On a job where the Employer has an extra machine, in the event of a breakdown; the operator and/or oiler may be transferred to operate the extra machine without regard to the limitations set out above.

Section 8.07 Steward: The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

The steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such as his duties as steward, including the adjustment of grievances, as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing.

Notwithstanding any other provision of this Section, no engineer shall bump another engineer off a piece of equipment. The steward shall work the overtime if his equipment is to be used or if extra equipment is on the job that is to be used and the steward has seniority only in the event of reduction of forces or if there is extra equipment on the project which the steward is capable of operating and the use of that equipment is required.

The steward shall not have the authority to shut down any job.

Section 8.08 Repairing Equipment: The engineer (and Oiler when employed) shall repair the equipment he or they operate with the following exceptions:

Where the engineer (and Oiler when employed) cannot perform the work, then a mechanic in the employ of the Employer may make the needed repairs. The engineer (and Oiler when employed) may be transferred until needed repairs are

completed.

Should the Employer desire to lay off, or discharge the engineer (and Oiler when employed) when repairs to the equipment are being made, he (they) shall receive pay for hours of work as provided in Article 5 at the rate set out in pay classification for the day of the breakdown.

Section 8.09 Loading Equipment: Employees in the Unit herein involved shall be employed to load or unload self-propelled equipment. On only such equipment which requires an Oiler or Fireman in addition to an Operator shall the crew accompany the machine when being moved.

Section 8.10 Payday: At the option of the Employer, the pay week will be either of the following:

a) Pay week to end on Tuesday with payday on Friday by quitting time except in bad weather when paychecks will be at the job sites promptly in the morning when operators are unable to work. If the Employer is working 4-10's, employees shall be paid by quitting time on Thursday.

If checks are not distributed to the employees by quitting time, there will be a four (4) hour penalty for that day and for each day of delay thereafter at a rate of time and one-half. Such penalty will be paid to each employee to whom checks were not distributed. All wages shall be payable by the Employer in United States Currency or in Negotiable Checks.

b) Pay week will end on Sunday with payday on Friday by quitting time, except in bad weather when paychecks will be at the job sites promptly in the morning when operators are unable to work. If the Employer is working 4-10's, employees shall be paid by quitting time on Thursday.

If checks are not distributed to the employees by quitting time, there will be a four (4) hour penalty for that day and for each day of delay thereafter at a rate of time and one-half. Such penalty will be paid to each employee to whom checks were not distributed. All wages shall be payable by the Employer in United States Currency or in Negotiable Checks.

The Employer shall comply with the Federal laws by furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.

Upon approval of the employee, wage payments may be paid by direct deposit to the employee's account.

Any Employer who fails to have sufficient funds in the bank to meet all paychecks issued to employees shall be liable also for the cost of collecting the amount due, and the defaulting Employer is to be deprived of the right to pay by check.

Section 8.11 Safety: The Employer agrees that there shall be safe conditions where employees are working. Employees shall furnish their own hard hats and suitable shoes on jobs where required.

On the day of an injury resulting from a job site accident, the employees shall not suffer loss for time spent receiving medical attention, or, if the attending physician will not permit his return to work, for the remainder of the shift.

Section 8.12. Reasonable protection and heat in cold weather shall be provided for the Operator, including winter fans, summer fans, umbrellas, and side curtains. Employee shall be responsible for taking due care of the protective equipment. Protection shall be provided in the form of a building or enclosure with roof covering of sufficient strength to withstand the force of falling debris or other matter when Operator is operating equipment in or around a building under construction where such hazard exists. If job is large enough for a Foreman a change shed and adequate sanitary facilities will be provided if requested.

Machine shall be equipped with protective canopy when used on clearing or wrecking of multistory buildings. When an employee is working on such clearing or wrecking of a multistory building, there shall be another person within call.

Section 8.13 Surety: The Employer shall secure and maintain surety bond in the applicable amount as listed below to guarantee payment of all wages, fringes and contributions provided for in this Agreement and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The surety bond required of the Employer shall be as follows:

1 - 5	Employees =	\$10,000.00
6 - 15	Employees =	\$30,000.00
16- 25	Employees =	\$40,000.00
more than 25	Employees =	\$50,000.00

The number of employees shall be based on the average number of employees employed during the summer months.

The Union shall not require a bond from an Employer who makes timely payments.

The Union shall not furnish employees to an Employer who is required to furnish such bond but has failed to do so.

Section 8.14 Insurance: The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section.

Section 8.15 Drinking Water: The Employer shall furnish suitable drinking water with ice during warm weather and sanitary drinking cups at all times.

Section 8.16 Visiting Job: It is further agreed that the duly authorized representatives of the Union carrying proper credentials shall be allowed to visit job during working hours to interview the Employer or employees but in no way shall hinder progress of the job. Employer will make all possible arrangements for such access to job sites including, to restricted areas wherever possible.

Section 8.17 Assembly, Disassembly or Modification: A "bull gang" is a crew of employees of the bargaining unit consisting of the operator and oiler used to assist in the assembly or disassembly and the operator and oiler, if required in Section 17.02, of the rig being assembled or disassembled. The oilers mentioned shall receive their appropriate pay classification and all other members of the bargaining unit in the bull gang shall receive the two-drum rate.

On climbing cranes, derricks, and outside construction hoists, a member of the bargaining unit shall be present for assembly or disassembly and gainfully employed by assisting in the assembly or disassembly.

When rig being modified, including adding boom, load line and similar modifications, is operated by a member of the bargaining unit and is used for general purposes, members of the bargaining unit shall perform modification. In the event the rig being modified is used exclusively with another craft, then the other craft will assist in the modification.

Section 8.18 Pickups: No member of the bargaining unit, except mechanics, shall be required to furnish personal transportation including pickups or equipment, except hand tools, to be used in the service of the Employer. Ownership of such transportation shall not be a condition of hiring or continued employment.

Section 8.19 Marine Work: When fireman or oiler on marine equipment in the water are required to begin work before the regular starting time, two men from the regular crew of the bargaining unit shall start to work at the same time.

When crane equipment is working on a barge that is moved with deck mounted self-propelled winches, a member of the bargaining unit shall be employed to operate winches at the appropriate rate of pay. If oiler or fireman on crane operates a winch he shall receive the rate of pay applying to that classification.

On steam power Whirley, the crew shall consist of operator, fireman and oiler.

A winch operator shall be employed when needed.

Section 8.20 Dredge Work: On dredges eight (8) inches in size and over, minimum of three men will be required - an operator, oiler and engine man.

On dredges under eight (8) inches in size, minimum of two men will be

required - an operator and engine man.

Section 8.21 Asphalt and Concrete Plants: On job site asphalt plants, a minimum of two (2) men will be required plus any additional men needed in other classifications.

On job site concrete producing plants, a minimum of one (1) man will be required plus any additional men needed in other classifications.

Section 8.22 Dewatering Systems: A dewatering system is defined as a combination of one or more pumps of any type, size or motive power including but not limited to wellpoint pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, sumps, piping and other appurtenances, utilizing a common header, powered by diesel, electric, gasoline, gas or any other type of motive power to control water on any and all types of construction work.

A dewatering system shall be operated by a member of the bargaining unit at all times that the dewatering system is being operated except as modified by Section 6.01.

The installation of a dewatering system shall be done with members of the bargaining unit and laborers.

Section 8.23 Voting Time for Employees: RS MO. Section 129.060-1. Any person entitled to vote at any election held within this State or any primary election held in preparation for such election, shall, on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed, for a period of three (3) hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such person from such services or employment; and any such employee, if he votes, shall not because of so absenting himself, be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of election, if there be three successive hours, while, the polls are open in which he is not in the service of his Employer.

The Employer may specify any three (3) hours between the time of opening and the time of closing the polls during which such employee may absent himself as aforesaid.

If required, employee shall have form signed at polling place to indicate vote has been cast. Form shall be furnished by the Employer.

Section 8.24 When the Employer is working on a project where the customer requires an employee to take a physical examination; the Employer shall assume the

cost of said examination, which shall be given by a doctor of the Employer's choice. The Employer shall also pay the involved prospective employee two (2) hours wages at the applicable rate for the work he is proposed to do, provided that he passes the physical examination, and provided that he was not on the payroll of the Employer at the time the physical examination was taken.

Section 8.25 If an operating engineer in the employ of an Employer signatory to this Agreement is made a defendant in a suit by a third party because of some action of the employee while he is performing his duties as an operating engineer then the Employer will furnish counsel in such suit provided the employee was carrying out the orders and directions of the Employer in the performance of the work.

Section 8.26 Miscellaneous Tools: Scissor lift, electric chain hoist, power operated crab and other small powered tools of similar nature when used for material hoisting purposes shall require an engineer to operate same. If scissor lift, electric chain hoist, power operated crab and other small powered tools, hoists men and supplies three (3) or four (4) times daily and is then used as a working scaffold, this is not hoisting. When material is raised and fastened, lowered to get another piece and raised to position, this is hoisting.

If complaints arise in interpreting this understanding, they will be referred to a four (4) member subcommittee, two (2) from the Union and two (2) from the Association for a decision.

Section 8.27 Manning Equipment: In the event the Employer fails to properly man the classification of equipment which is covered by this agreement the Business Agent shall find out from the Employer's person in charge on the job if there is a member of the Local 513 Unit assigned.

If there is not a member assigned and the Business Agent and Employer's agent cannot agree that machine should be manned the two (2) members of the Contractor Association in the area and two (2) representatives of the Union within five (5) days will review the facts and make a decision.

In the event the Employer has failed to properly man the equipment, the Employer shall pay not less than eight (8) hours for the day of the violation to a new employee of the Unit.

Section 8.28 Substance Abuse: The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner.

The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse

Consortium is such a program acceptable to the Union.

Section 8.29 Elevators: No operator is required for an inside elevator in an existing occupied building when repairs or modifications are being made to that building. An operator will be required for an inside elevator when hoisting materials in an existing building when an additional floor is added or an addition is made to enlarge the building.

An operator is required for an inside elevator in new construction when that elevator is used to hoist materials. An operator is not required for hoisting employees and their tools.

ARTICLE 9 TRAVEL EXPENSE AND TRANSPORTATION

Section 9.01 When an employee is sent out of the city overnight he shall be reimbursed for all legitimate and reasonable living expenses.

Section 9.02 On jobs of \$2,500,000 or more located thirty-five (35) miles or beyond from local Union halls, via the most direct regularly traveled route, and other branch locations of union operations now in being or which may be established, a reimbursement for travel expenses of five dollars (\$5.00) per day.

In the event the client or owner of other large projects considers that such circumstances, as location of the site and difficulty of access to the site, because of traffic conditions on roads to the site resulting from employment of a large number of workmen on such large project, warrants the payment of reimbursement for travel expense, and agrees to pay trades employed on his project such travel expense reimbursement in an equitable amount agreed upon by the trades, the foregoing shall not be construed to prevent the employees covered hereunder from participating in such a project agreement. Travel pay shall be discussed at pre-job conference.

Section 9.03 Such compensation for travel expense shall be considered a reimbursement for actual expense and in computing overtime pay any such compensation for travel expense for access to such a job shall not be computed at overtime rates and shall not be considered as overtime.

Section 9.04 Appropriate change in time designations must be made in the event of Shift Work.

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 11 STRIKES - LOCKOUTS

Section 11.01 Except as otherwise provided herein employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

ARTICLE 12 PICKET LINES

Section 12.01 It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform any work in any instance where:

- (a) The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trades Council of St. Louis, if so required, and
- (b) The establishment thereof is not contrary to, or in violation of any law or this Agreement.

ARTICLE 13 JURISDICTIONAL QUESTIONS

Section 13.01 It is recognized by parties to this Agreement that the Impartial Jurisdictional Disputes Board is a voluntary organization and Employers signatory to this Agreement have the option of stipulating to this Impartial Board if they so desire, but are not bound to the Impartial Board by virtue of being signatory to this Agreement.

Section 13.02 When there are no decisions or agreements of record or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice in the local area of the majority of Employers in the area.

Section 13.03 The Employer shall assign work to members of the bargaining unit in accordance with traditional and historical work assignments in the geographic jurisdiction of this agreement.

The parties shall be bound to all decisions of record and agreements of record, as recorded in the Agreements and Decisions Rendered Affecting the Building Industry by the Building and Construction Trades Department, AFL-CIO

(Green Book) and the National Jurisdictional Agreements compiled by the Associated General Contractors of America (Gray Book), as amended, relating to work jurisdiction in the event of disputes over work jurisdiction. To be recognized, copies of any local agreements of record shall have been furnished to the Association.

Section 13.04 There shall be no stoppage of work because of jurisdictional disputes.

ARTICLE 14 EXONERATION

Section 14.01 During the term of this Contract the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic or any work stoppage, or slow down of work, or walk-out by any of the employees covered hereunder, of the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

Section 14.02 The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

- (a) Request them to immediately return to work,
- (b) Advise them that they are violating the Union Agreement with said Employer, and
- (c) Grant them no assistance.

Section 14.03 It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such employee or employees shall not be subject to dispute by the Union, or subject to arbitration.

Section 14.04 It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

Section 14.05 In consideration of the foregoing the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, supported or condoned by said Union.

Section 14.06 It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

Section 14.07 It is understood and agreed that the Association shall not in any event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer.

Section 14.08 The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized and if not authorized the Employer will take immediate steps to rectify the situation complained of.

ARTICLE 15 MANAGEMENT

Section 15.01 The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE 16 BENEFIT FUND CONTRIBUTIONS

Section 16.01 Benefit Trust Fund Contributions. In addition to the per hour wage rates set forth herein, the Employer will make timely reports and contributions in accordance with this Article to the Pension Fund, Welfare Fund, Annuity, Vacation Fund, the St. Louis Construction Training and Advancement Foundation, PRIDE and the Local 513 Journeyman and Apprenticeship Training Fund. Penalties for liquidated damage provision in such reporting and payment are detailed in Section 16.09.

Upon request of the Union, subcontractor shall furnish to the Employer notarized certification in writing that on subject job work performed by employees that would otherwise be done by members of this bargaining unit have been paid

wages and fringe benefits of monetary value in the aggregate not less than those provided in this Agreement. Such certification shall be forwarded to the Union by the Employer.

The Employers agree to furnish the Trustees of such Trust Funds, upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust. The audit procedures shall be mutually agreed-upon by the Trustees and the Association.

The Trustees of such Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate records, deemed necessary by the above audit procedures, of any Employer no more often than once every three (3) years on a random basis. The Trustees have the authority to audit those records of any Employer if they have evidence that such Employer is not making proper and timely contributions to said Funds at any time. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer.

Except as provided herein for retirees, no employee of an Employer shall have the option to receive, instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of the Employer. No employee of an Employer shall have the right to assign any benefits to which he may be or becomes entitled under the Agreement and Declaration of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the Trust therein created or through severance of employment or otherwise.

Fringes shall be paid on each payroll hour for each employee covered by this Agreement, except that no contribution shall be made on behalf of retirees to the Pension, Welfare or Annuity Funds. The Employer shall add to the wage rate and pay as additional wages to retirees an amount equal to the total of the Pension, Welfare and Annuity contributions that would otherwise be payable. Fringe benefit contributions other than Pension, Welfare and Annuity shall be paid for retirees as for other employees. For purposes of this Article 16, the term "retiree" shall mean an employee who has retired and commenced receiving benefits from the Local Union 513 Pension Fund.

Employers may pay fringes electronically.

Section 16.02 Pension: The Employer will contribute six dollars and forty-five cents (\$6.45) per hour for each payroll hour for each employee covered by this Agreement, except for retirees, to the Local Union 513 Pension Fund.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Pension Fund and the rules and regulations adopted thereunder.

Section 16.03 Welfare: The Employer will contribute four dollars and seventy cents (\$4.70) per hour for each payroll hour for each employee covered by this Agreement, except for retirees, to the Welfare Fund of Engineers Local 513.

The reporting, payment and administration of such contribution shall be

governed by the terms of the Trust Agreement creating the Welfare Fund and the rules and regulations adopted thereunder.

Section 16.04 Annuity: The Employer will contribute two dollars and five cents (\$2.05) per hour for each payroll hour for each employee covered by this Agreement, except for retirees, to the Local Union 513 Annuity Fund.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Annuity Fund and the rules and regulations adopted thereunder.

Section 16.05 Vacation: The Employer will deduct and pay to the Vacation Fund of Engineers Local 513, for each employee covered by this Agreement, one dollar and thirty-five cents (\$1.35) per hour for each straight time payroll hour, two dollars and three cents (\$2.03) for each time and one-half payroll hour, and two dollars and seventy cents (\$2.70) for each double time payroll hour, plus two and one-half percent (2-1/2%) of the gross wages earned.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Vacation Plan and the rules and regulations adopted thereunder.

Section 16.06 St. Louis Construction Training and Advancement Foundation: The Employer will contribute thirteen cents (13¢) per hour for each payroll hour on commercial and industrial construction for each employee covered by this Agreement to the St. Louis Construction Training and Advancement Foundation. Effective May 3, 2006, the contribution will be fifteen cents (15¢) per hour for each payroll hour.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Foundation and the rules and regulations adopted thereunder.

Primary purposes of the Foundation, as set forth in the Trust Agreement, shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

Provisions of this Section shall remain in effect until one year beyond the expiration of this contract.

Foundation shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any contractor or contractor association in connection with any work stoppage or strike or to pay Employer expenses in connection with the negotiation of labor agreements.

Section 16.07 Journeyman and Apprenticeship Training Fund: The Employer shall contribute one and two-tenths percent (1.2%) of the total of the hourly two drum wage rate and the Pension, Annuity and Welfare contribution rates

plus a supplemental contribution of five cents (5¢) from the Employer and five cents (5¢) from the employee for each payroll hour for each employee covered by this Agreement to Operating Engineers Local 513 Journeyman and Apprenticeship Training Fund. These amounts will be as follows:

Effective	May 1, 2004	- \$.47	+	\$.10	=	\$.57
Effective	May 4, 2005	- \$.49	+	\$.10	=	\$.59
Effective	May 3, 2006	- \$.50	+	\$.10	=	\$.60
Effective	May 2, 2007	- \$.52	+	\$.10	=	\$.62
Effective	May 7, 2008	- \$.54	+	\$.10	=	\$.64

The supplemental contribution shall be used for training facilities, including equipment.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Fund and the standards, rules and regulations adopted thereunder.

Section 16.08 PRIDE: In addition to the per hour wage rate, the Employer shall contribute one cent per hour for each actual hour worked by each employee covered by this Agreement to PRIDE of St. Louis, Inc.

The Employer shall pay the PRIDE contribution monthly through the St. Louis Construction Training and Advancement Foundation, at the time when Pension, Welfare and other fringe benefit contributions are due. The PRIDE contributions shall be reported and remitted in the manner shown on the monthly reporting form furnished by the fringe benefit funds. PRIDE shall be entitled to receive a copy of the Employer's monthly report showing hours worked by covered employees. The Employer's obligation to make contributions to PRIDE is conditioned upon PRIDE's maintaining the status of a labor management committee organized under the Labor Management Cooperation Act of 1978, and upon the deductibility of such contributions by the Employer for federal income tax purposes.

Section 16.09 Liquidated Damage Provision: In the event the Employer fails to make prompt and timely reports as required and payment of the contributions due to Local Union 513 Pension Fund, to Welfare Fund of Engineers Local 513, to Local Union 513 Annuity Fund, Vacation Fund of Engineers Local 513, to the St. Louis Construction Training and Advancement Foundation, to PRIDE of St. Louis, Inc., and to the Operating Engineer Local 513 Journeyman and Apprenticeship Training Fund, the Union, following seventy-two (72) hours written notice by the Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereto, it is agreed that the above delinquent contributions due, plus liquidated damages equal

to twenty percent (20%) of the delinquent contributions then due, or at any time previously due, shall constitute a debt owed by the Employer to said respective Funds' Trustees and shall be further treated as unpaid contributions, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt/unpaid contributions may be recovered by suit or action at law brought by said Trustees and/or Union, and in the event of such action the Employer agrees to pay in addition to the liquidated damage amount and principal amount of such debt/unpaid contributions (including liquidated damages), all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33-1/3 %) of the total amount for which judgment is rendered. Liquidated damages are due and due and proper in these circumstances, the exact amount of damage caused by the Employer's failure to live up to its contractual obligation being difficult if not impossible to ascertain in view of such items as overhead costs, internal audit costs, internal collector costs, and other efforts made by the Fund Administrator and its employees as a result of the failure of the delinquent Employer and any other delinquent Employers to make payments and file contribution reports in a timely manner.

Section 16.10 Fringe Benefit Remittance Procedures: Beginning January 1, 2005 the Employer shall remit all payments required under this Article 16, hereinafter referred to as "Fringe Benefit Contributions," as follows:

The Employer agrees to be bound by the terms and conditions of the written Lockbox Agreement dated June 30, 2004 executed by the Associated General Contractors of St. Louis, SITE Improvement Association and Enterprise Banking, n.a., pursuant to which Enterprise Banking acts as a lockbox and Employers' disbursing agent for Fringe Benefit Contributions.

The Employer shall remit Fringe Benefit Contributions monthly, by calendar month, in such timely manner that the contributions will be credited to the respective Fringe Benefit Funds by the 20th day of the month following the month for which the contributions are made. The Employer's remittance shall consist of a single check, made payable to the "Operating Engineers Local 513 Fringe Benefit Funds," in the combined amount of all Fringe Benefit Contributions due for the month plus \$1.75 Bank services charge, together with a completed and signed Remittance Report in the form established and current under the Lockbox Agreement. The Employers' check will be divided by the Bank and credited to the respective Funds in accordance with the Lockbox Agreement and the Employer's Remittance Report form. Current Remittance Report forms may be obtained from the Union. The Employer's remittance shall be sent to the address shown on the

current Remittance Report form.

ARTICLE 17
JOB CLASSIFICATIONS - WAGE RATES
SPECIAL WAGES AND WAGE PROVISIONS

Section 17.01 The various job classifications, special job conditions, straight time and overtime hourly rates of pay shall be as indicated. Highest applicable rate shall be paid for all hours worked that day. Scheduled increases for all classifications during the term of contract are as follows:

Groups I, II, III, & IV

May 1, 2004	- \$1.50 increase in wages or fringes
May 4, 2005	- \$1.40 increase in wages or fringes
May 3, 2006	- \$1.40 increase in wages or fringes
May 2, 2007	- \$1.40 increase in wages or fringes
May 7, 2008	- \$1.40 increase in wages or fringes

Section 17.02 Effective May 1, 2004, operators of the machines listed in this Section shall be paid the top (two drum) rate and the crew on machinery shall include fireman or oiler:

Group I

STRAIGHT TIME RATE	- \$26.02
TIME & ONE-HALF RATE	- \$45.91
DOUBLE TIME RATE	- \$65.81

(Vacation plus 2-1/2% of gross wages earned included in the above hourly rates - see Section 16.05)

PENSION	- \$ 6.45
ANNUITY	- \$ 2.05
WELFARE	- \$ 4.70
JATF	- \$ 0.57
CTAF	- \$.13 (Effective 5/3/06 the CTAF rate increases to 15¢/hr.)

Cableway Crane, Crawler or Truck

Crane, Hydraulic - truck or cruiser mounted -*Crane pile driving and extracting (see Section 17.07 for premium - 50¢ per hour)

Crane, locomotive

*Crane with boom (including jib) over 100' from pin to pin

(premium \$.01 per foot to maximum of \$4.00 - see Section 17.07)

*Crane - using rock socket tool

(see Section 17.07 for premium - 50¢ per hour)

Derrick, Steam

Derrick Car and Derrick Boat

Dragline

*Dragline - 7 cu. yds. and over (see Section 17.07 for premium - 50¢ per hour)

Dredge

Excavator, hydraulic with tracks (one oiler for 4 through 7 excavators, two oilers for 8 through 11 excavators, three oilers for 12 through 15 excavators) does not include mini-excavators (#)

Gradall, truck mounted

Locomotive, gas, steam & other powers

Pile Driver, land or floating

Scoop, Skimmer Shovel, Power (steam, gas, electric or other powers)

*Shovel, Power - 7 cu. yds. and over

(see Section 17.07 for premium - 50¢ per hour)

Switch Boat

Whirley

(#) Jobs that are bid prior to May 1, 2004, shall operate under the previous oiler language for excavators until completed or January 1, 2005, whichever comes first. Jobs that are bid after May 1, 2004, shall operate with the new oiler language for excavators in this agreement.

Section 17.03 Effective May 1, 2004, operators of the machines listed in this Section shall be paid the top (two drum) rate:

Group II

STRAIGHT TIME RATE - \$26.02

TIME & ONE-HALF RATE - \$45.91

DOUBLE TIME RATE - \$65.81

(Vacation plus 2-1/2% of gross wages earned included in the above hourly rates - see Section 16.05)

PENSION - \$ 6.45

WELFARE - \$ 4.70

ANNUITY - \$ 2.05

JATF - \$ 0.57

CTAF - \$.13 (Effective 5/3/06 the CTAF rate increases to 15¢/hr)

Air Tugger w/air compressor

Anchor Placing Barge

Asphalt Spreader

Athey Force Feeder Loader (self-propelled)

Backfilling Machine
 Backhoe - loader
 Boat Operator - push boat or tow boat (job site)
 Boiler, High Pressure Breaking in Period
 Boom Truck, placing or erecting
 Boring Machine, footing foundation
 Bullfloat
 Cherry Picker
 Combination Concrete Hoist and Mixer (such as Mixermobile)
 Concrete Breaker (truck or tractor mounted)
 Concrete Pump (such as Pumpcrete Machine)
 Concrete Saw (self-propelled)
 Concrete Spreader
 *Crane, Climbing (such as Linden)
 (see Section 17.07 for premium - 50¢ per hour)
 Crane, Hydraulic - rough terrain, self-propelled
 Crane, Hydraulic - truck or cruiser mounted – 40 ton and under (if a second man is required, he shall be a member of the bargaining unit)
 *Derrick, Diesel, gas, electric hoisting material and erecting-steel - 150' or more above ground (premium 50¢ per hour - see Section 17.07)
 Drilling Machines, self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required)
 Elevating Grader
 Excavator, hydraulic (\$2.00 premium will apply in lieu of Oiler) - Premium does not apply to mini-excavator (17,000 lbs or less operating weight)
 Engine Man, Dredge
 Excavator or Powerbelt Machine
 Finishing Machine, self-propelled oscillating screed
 Forklift
 Gradall, self-propelled
 Grader, road with power blade
 Greaser
 Highlift
 *Hoist, Three (3) or more drums in use (see Section 17.07 for premium - 50¢ per hour)
 Hoist, Stack
 Hydro-hammer
 Loading Machine (such as Barber-Greene)
 Mechanic, on job site
 Mixer, Paving
 Mixermobile
 Mucking Machine

Pipe Cleaning Machine
 Pipe Wrapping Machine
 Plant, Asphalt (see Section 8.21)
 Plant Concrete Producing or Ready-Mix - Job Site (see Section 8.21)
 Plant, Heating - Job Site
 Plant, Mixing - Job Site
 Plant, Power, Generating - Job Site
 Quad-track
 Roller, Asphalt, top or subgrade
 *Scoop, Tandem (see Section 17.07 for premium - 50¢ per hour)
 Scoop, Tractor drawn
 Skid Steer Loader
 Spreader Box
 Subgrader
 Tile Tamper
 Tractor-crawler, or wheel type with or without power unit, power-take-offs, and
 attachments regardless of size
 *Tractor, tandem crawler (see Section 17.07 for premium - 50¢ per hour)
 Trenching Machine
 Tunnel Boring Machine
 Vibrating Machine, automatic, automatic propelled
 Well Drilling Machine

Section 17.04 Effective May 1, 2004, operators of the machines listed in this
 Section shall be paid the intermediate (one drum) rate except as indicated by
 asterisk (*):

Group III

STRAIGHT TIME RATE - \$ 24.12

TIME & ONE-HALF RATE - \$ 43.06

DOUBLE TIME RATE - \$ 62.01

(Vacation plus 2-1/2% of gross wages earned included in the above hourly rates -
 see Section 16.05)

PENSION - \$ 6.45

WELFARE - \$ 4.70

ANNUITY - \$ 2.05

JATF - \$ 0.57

CTAF - \$.13 (Effective 5/3/06 the CTAF rate increases to 15¢/hr)

Boiler, for power or heating shell of buildings or temporary enclosures in connection with construction work and until owner's maintenance personnel takes over operation along with building utilities and service.

Boiler, Temporary

Compressors, four through six 185 cfm and under (see Section 6.01)

Compressors, two through four, over 185 cfm (see Section 6.02)

Compressor (when operator runs throttle)

Curb Finishing Machine

Dewatering System (see Section 8.22)

Ditch Paving Machine

Elevator (outside)

Fireman (as required)

Form Grader

Generators, four through six, 30KW or over (see Section 6.02)

Heaters, fuel fired with forced air, four through six (see Sections 6.02 and 6.03)

Hoist, One Drum regardless of size (except brick or concrete) (see Section 8.26)

Mechanic, in shop

Oiler on Truck Crane

Pug Mill Operator

Pumps, four through six, self-powered over 2" (see Section 6.02)

Pumps, electric submersible, four through six, over 4" (see Section 6.02)

Sweeper, street

Tractor, small wheel type 50HP and under with grader blade and similar equipment

Welding Machines (gasoline or diesel), four through six (see Section 6.02)

Section 17.05 Effective May 1, 2004, operators of the machines listed in this Section shall be paid the low (oiler) rate:

Group IV

STRAIGHT TIME RATE - \$20.66

TIME & ONE-HALF RATE - \$37.87

DOUBLE TIME RATE - \$55.09

(Vacation plus 2-1/2% of gross wages earned included in the above hourly rates - see Section 16.05)

PENSION - \$ 6.45

WELFARE - \$ 4.70

ANNUITY - \$ 2.05

JATF - \$ 0.57

CTAF - \$.13 (Effective 5/3/06 the CTAF rate increases to 15¢/hr)

Air Tugger w/plant air

Boat Operator - outboard motor (job site)

Note: Boat (outboard) may be used by supervisory or clerical employees other than to haul materials

Compressor, one over 185 cfm - when engineer operates compressor he will also repair drills and equipment operating from this machine (see Section 6.02)

Compressor (Mounted on Truck) - When engineer operating compressor also drives the truck upon which the compressor is mounted he will also repair drills and equipment operating from this machine

Conveyor, large (not self-propelled)

Conveyor, large (not self-propelled) moving brick and concrete (distributing) on floor level

Conveyors (such as Con-vay-it) regardless of how used

Elevator (inside permanent)

Endless Chain Hoist

Lad-A-Vator, other hoisting

Manlift

Mixer, Asphalt, over 8 cu. ft. capacity

Mixer, if two or more mixers of one bag capacity or less are used by one Employer on job, an operator is required

Mixer, without side loader, 2 bag capacity or more

Mixer, with side loader, regardless of size, not Paver

Mud Jack (Where Mud Jack is used in conjunction with an Air Compressor operator shall be paid at rate of fifty-five cents (55¢) per hour additional to his basic rate for covering both operations)

Oiler on Dredge

Oiler

Pump, Sump-self powered, automatic controlled over 2" during use in connection with construction work and until owner's maintenance personnel takes over operation along with building utilities and service.

Scissor Lift (used for hoisting) (see Section 8.26)

Sweeper, floor

Winch, Operating from truck

Section 17.06 Effective May 1, 2004, operators of the machines listed in this Section shall be paid the rates as indicated below:

GROUP V

	Straight Time Rate	Time & One-Half Rate	Double Time Rate
Air-Pressure Oiler Engineer Operating Under	\$28.91	\$47.33	\$65.74

Ten Pounds Air-Pressure Oiler Engineer Operating Over	\$31.48	\$51.17	\$70.88
Ten Pounds Air-Pressure Engineer Operating Under	\$33.05	\$53.52	\$74.02
Ten Pounds Air-Pressure Engineer Operating Over	\$35.62	\$57.38	\$79.15
Ten Pounds			

MISCELLANEOUS RATES:

Apprentices (see Section 3.10) - rates shall be rounded off with one-half cent ($\frac{1}{2} \text{ ¢}$) or less being dropped and over one-half cent ($\frac{1}{2} \text{ cent}$) paid as one cent (1¢).

	Regular	Time & One-Half	Double Time
Rate: 26.02 per hour			
First term	\$ 14.31	\$ 28.34	\$ 42.39
Second term	\$ 16.91	\$ 32.24	\$ 47.59
Third term	\$ 20.82	\$ 38.11	\$ 55.41

Helicopter, hoisting construction material (rate to be negotiated)

Mechanic Trainee

- 1st year 55% of applicable mechanic rate
- 2nd year 65% of applicable mechanic rate
- 3rd year 80% of applicable mechanic rate
- (no more trainees than mechanics will be employed)

Section 17.07. The hourly premiums listed below shall not be compounded. Employee shall be paid highest applicable rate for all hours worked that day. In no event shall more than seventy (75¢) per hour over basic rate as indicated by appropriate classifications be paid except that \$4.00 may be paid for long boom from 100' to 500' or \$2.00 for backhoe without oiler or \$1.50 for Hazmat Certification or \$1.50 for CCO Certification. Applicable premiums shall be included in the wage rate when calculating overtime rates.

Excavator, hydraulic with tracks without oiler (employer has option employing an apprentice or trainee in lieu of premium) \$2.00

Certified Crane Operator (C.C.O.) - when requested by Contractor or required by Owner on private work, and on Davis Bacon projects when required by Owner and premium is included as part of the Prevailing Wage.	\$1.50 per hour
Certified Hazardous Material Operator - only when required by Owner. (40 hours training)	\$1.50 per hour
Crane, climbing (such as Linden)	\$.50
Crane, pile driving and extracting	\$.50
Crane, with boom (including jib) over 100' from pin to pin add \$.01 per foot to maximum of \$4.00.	
Crane, using rock socket tool	\$.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground)	\$.50
Dragline, 7 cu. yds. and over	\$.50
Hoist, three (3) or more drums in use	\$.50
Scoop, Tandem	\$.50
Shovel, power - 7 cu. yds. or more	\$.50
Tractor, tandem crawler	\$.50
Tunnel, man assigned to work in tunnel or tunnel shaft	\$.50
Wrecking, when machine is working on second floor or higher	\$.50

ARTICLE 18 MISCELLANEOUS SAVINGS PROVISIONS

Section 18.01 The Agreement including duly signed letters of clarification and intent covers the entire understanding between the Employer and Union. No oral or other written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon said parties hereto.

Should any provision of this contract be contrary to, or in violation of, any applicable existing or future law, then such provision in such event shall be void and of no force and effect but all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

Section 18.02 Any provision of this Agreement shall be subject to renegotiation if the renegotiation thereof is agreed to by the Union and the Association.

Where economic conditions threaten the job security of, or the preservation of work for, the employees covered by this Agreement, then at the request of either

the Union or the Association, the parties agree to hold a conference at which the Association, the parties agree to hold a conference at which the Association and/or the Union may present proposals for consideration by the parties. Such a request received by the Union from an individual Employer shall be referred to the Association. The parties may agree to such relief as they deem to be in their best interests, or, the parties may disagree to any proposals which have been advanced. Issues arising from such conference or from the proposals made therein by the parties shall not be subject to the grievance or arbitration provisions of this Agreement

Section 18.03 A committee composed of two (2) from the Union and two (2) from the Employer shall be convened for the purpose to decide wage rates and manning requirements for new and/or unusual equipment.

Section 18.04 Supplemental Dues: It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

ARTICLE 19 TERMINATION

Section 19.01 This Agreement shall be effective and binding upon the Employer and Union from the date hereof until the first day of May 2009. This Agreement shall be automatically renewed for additional period of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement or within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee or representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto, there shall be no strike or stoppage of work.

In the event of failure of the parties to agree upon such wage rates following such reopening of the same shall not be construed to be a grievance or subject to grievance procedure but the right of the Union to strike in support of its request is hereby reserved and the right of the Employer to lock out is also reserved.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands
this _____ day of _____, 2004.

**NEGOTIATING AGENTS
ASSOCIATED GENERAL
CONTRACTORS OF ST. LOUIS**

By: Patrick J. Kozeny _____
Chairman of the Board

By: Thomas E. Barta _____
Secretary

**LOCAL UNION NO. 513 AFFILIATED
WITH THE INTERNATIONAL UNION
OF OPERATING ENGINEERS AFL-CIO
AS NEGOTIATING AGENT**

By: Richard Dickens _____
President, Business Manager

By: Daniel M. McNamee _____
Recording Secretary

By: John Saunders _____
Vice-President

I hereby certify that this is a true copy of the foregoing Agreement as signed.

**Leonard P. Toenjes, President
ASSOCIATED GENERAL
CONTRACTORS OF ST. LOUIS**

**INDIVIDUAL EMPLOYER
SIGNATURE SHEET**

**ST. LOUIS CITY AND COUNTY
AND FIVE SURROUNDING COUNTIES**

The undersigned Employer hereby adopts, and agrees to be bound as an Employer party to, the attached collective bargaining agreement with Local Union No. 513 affiliated with the International Union of Operating Engineers, A.F.L.-C.I.O., with respect to employment of employees covered thereunder on building, heavy and highway, site preparation, tank farms, mechanical and processing lines, treatment plants and elevated water towers, asphalt plants, dredging construction work, fiber optic projects and hazardous waste removal in the City of St. Louis and St. Louis County, Missouri, and with respect to such employment on building construction projects located in the Missouri counties of Jefferson, Franklin, St. Charles, Lincoln and Warren.

Where the words "Contractor Association" and "Association" are used in the agreement, the term "Employer" shall be substituted.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands

this _____ day of _____, 20____

EMPLOYER

By: _____
Address

UNION

LOCAL UNION No. 513 AFFILIATED
WITH INTERNATIONAL UNION OF
OPERATING ENGINEERS AFL-CIO

By: _____
President, Business Manager

By: _____
Business Representative

It is agreed by both parties, if there are any omissions or typographical errors, the parties will correct the same.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 513**

**Richard Dickens
President - Business Manager**

General Offices

**District No. 1
3449 Hollenberg Drive
Bridgeton, Missouri 63044
Phone: (314) 739-3983**

Outlying Offices

**District No. 2
Cape Girardeau, MO. 63701
777 Enterprise
Phone: (573) 334-5680**

**District No. 3
Jefferson City, MO. 65101
230 W. Dunklin
Phone: (573) 635-3160**

**Journeyman's Apprentice Training School
Rt. 1, Box 162A, Silex, MO. 63377
Phone: (573) 485-2200**

**Local 513 Fringe Benefit Fund
3449 Hollenberg Drive
Bridgeton, MO. 63044
Phone: (314) 739-2973**